

**U.S. Department of Energy
Reimbursable (Funds-In) Agreement**

1. Sponsor's Name and Address	2. Reimbursable (Funds-In) Agreement No. (X) New Award () Modification No.
3. Project Title/Description	
4. Performance Period	5. Financial a. Estimated Cost to Sponsor:
6. Albany Research Center, DOE Program Officer	b. DOE approved incremental funding (for projects in excess of \$25,000):
7. Issuing Agency <i>Albany Research Center, DOE U.S. Department of Energy 1450 Queen Avenue, SW Albany, OR 97321</i>	c. Sponsor shall submit checks to: <i>Albany Research Center, DOE U.S. Department of Energy 1450 Queen Avenue, SW Albany, OR 97321</i>
8. Agreement Terms and Conditions This agreement consists of this form plus the following: <i>a. Appendix A – General Terms and Conditions b. Appendix B – Patent/Technical Data Clauses c. Appendix C – Statement of Work and payment schedule</i>	9. Sponsor Type <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> State Government <input type="checkbox"/> Federal Government <input type="checkbox"/> Educational Institution </div> <div> <input type="checkbox"/> Non-domestic Entity <input type="checkbox"/> Commercial Firm </div> </div>
10. Sponsor Acceptance Name and Title	11. Authorizing Official George J. Dooley, III, Research Director
Signature _____ Date: _____	Signature _____ Date: _____
Sponsor Phone No. _____ FAX No. _____ Email: _____	

APPENDIX A
General Terms and Conditions

1. TERM. The term of this Agreement shall commence upon DOE's receipt of the advance funding, required in Paragraph 3. below and shall continue for the estimated performance period stated on the face page, Block 4. Performance of work under this Agreement may be terminated at any time by either party, without liability except as provided hereinafter, upon giving written notice to the other party. DOE shall terminate this Agreement only when DOE determines that such termination is in the best interest of the Government provided, that DOE shall have the right to terminate if the Sponsor shall have failed to advance the funds required by Paragraph 3. below within 90 days of DOE's execution of this Agreement. In the event of termination the Sponsor shall be responsible for DOE's costs through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Paragraph 2. below.

2. COSTING POLICY. DOE's costs shall be determined in accordance with DOE's policy for costing work it performs for others as set forth in 10 CFR Part 1009. The total cost to the Sponsor for DOE's performance of work under this Agreement shall not, without the Sponsor's prior consent, exceed the estimated cost set forth in block 5 of the face page; provided however, DOE shall have no obligation to continue or complete performance of the work if the actual cost of such performance will exceed said estimated cost; and provided further, that said estimated cost shall not operate as a cost limitation of the obligations and liabilities assumed by the Sponsor under other provisions of this Agreement. DOE will provide notice as soon as reasonably practicable if the actual cost to complete performance will exceed the estimated cost so as to allow the Sponsor to elect to provide additional funding without an interruption in the performance of the work.

3. FUNDING AND PAYMENT. The Sponsor shall provide sufficient funds in advance to reimburse DOE for costs incurred by DOE in causing its management to perform the work described in this Agreement; and DOE shall have no obligation to perform in the absence of adequate advance funds. DOE will submit an invoice to the Sponsor for advance funding in the amount of the estimated cost of the work unless incremental funding is permitted. If the estimated period of performance exceeds 90 days and the estimated cost exceeds \$25,000, the Sponsor may, with DOE's approval, (see block 5b) advance funds incrementally. In such a case, DOE will initially invoice the Sponsor in an amount sufficient to permit the work to proceed for 90 days and thereafter invoice the Sponsor monthly/quarterly so as to maintain a 90-day period that is funded in advance. Payment shall be made directly to DOE, and the Sponsor shall identify DOE's Funds-In Agreement No. on the check and mail all checks for advance payment to the address identified in block 5c of the face page. Upon termination or completion, any excess funds shall be refunded by DOE to the Sponsor.

4. PROPERTY. Unless the parties hereto otherwise agree all equipment and test apparatus procured with funds provided by the Sponsor shall be disposed of as directed by the Sponsor.

5. PUBLICATION MATTERS. No publicity release (including news releases and advertising) relating to this Agreement and the work hereunder shall be issued by either party without prior coordination with the other party. Any technical paper, article, publication or announcement of advances generated in connection with work done under this Agreement during the period of performance of the Agreement or in the future, shall give credit to the Sponsor as a Sponsor of the work and shall contain DOE's standard publication disclaimer statement (copy furnished upon request).

6. GENERAL DISCLAIMER. Neither the Government, DOE, the research center, nor persons acting on their behalf makes any warranty, express or implied, (i) with respect to the accuracy completeness or usefulness of any information or data to be furnished hereunder, (ii) that the use of any such information or data may not infringe privately owned rights (iii) that services information or data to be furnished hereunder will not result in injury or damage when used for any purpose and (iv) that services information or data to be furnished hereunder will accomplish intended results or are safe for any purpose. Neither the Government, DOE, the research center, nor persons acting on their behalf will be responsible to the Sponsor for any injury to or

death of person or their living things for damage to or destruction of property or for any kind whatsoever to Sponsor resulting from the performance of services or furnishing of materials hereunder.

7. INDEMNITY. The Sponsor agrees to indemnify and hold harmless the Government, DOE, the research center, and persons acting on their behalf from (1) all liability, including costs and expenses incurred, resulting from the Sponsor's use or disclosure of any information in whatever form, furnished hereunder; and (2) all liability to any person including the Sponsor for injury to or death of persons or other living things or injury to or destruction of property arising out of performance by the Government, the DOE, the research center, or persons acting on their behalf, and not directly resulting from the fault or negligence of the Government, the DOE, the research center, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor. The foregoing provisions shall have no application to public liability for nuclear incident as defined and provided for in the Atomic Energy Act of 1954, as amended.

8. NONINTERFERENCE. The use of a DOE facility and/or its management in support of this Agreement (can only be authorized on a noninterference basis, i.e., the work performed under this Agreement shall not interfere with work related to the prime mission of the facility. Although DOE commitment to this effort is equal to DOE missions program, DOE programs may, for reasons related to national security or exigency, preempt effort in support of this Agreement. Accordingly, neither the Government, DOE, the research center, nor persons acting on their behalf, will be responsible, irrespective causes, for failure to perform services or furnish information or data hereunder at any particular time or in any specific manner.

9. REPORTING REQUIREMENTS. Reports on the work shall be submitted to the Sponsor as described in Appendix C.

10. PATENT AND TECHNICAL DATA. Terms and conditions regarding patents and technical data matters are set forth in Appendix B attached hereto and are hereby incorporated herein. Reference therein to "research center" means the Albany Research Center, U.S. Department of Energy, Albany, Oregon, where the work under this Agreement is to be performed.

11. COORDINATION. All technical liaison with respect to the work funded by the Sponsor will be directly between the Sponsor and Albany Research Center. The personnel that have been designated as coordination representatives by the parties are listed in Appendix C.

12. FAR 52-203-1 OFFICIALS NOT TO BENEFIT (APR 1984). (a) The Sponsor warrants that no person or agency has been employed or retained to solicit or obtain this agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency" as used in this clause, means an established commercial or selling agency, maintained by a Sponsor for the purpose of securing business, that neither exerts nor purposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" as used in this clause means a person employed by a Sponsor and subject to the Sponsor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influences.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of this matter.

13. ALTERATIONS AND ADDITIONS. Alterations and additions, if any, as agreed to by the parties prior to execution of this Agreement are attached hereto and incorporated herein.

APPENDIX B
PATENTS AND TECHNICAL DATA CLAUSES

Clause I -Patent and Copyright Indemnity -Limited

The Sponsor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent or copyright arising out of any acts required or directed by the Sponsor to be performed under the Agreement to the extent such acts are not normally performed at the facility. Further, the foregoing indemnity shall not apply unless the Sponsor shall have been informed in a reasonable time by the Government of the suit or action alleging such infringement and such indemnity shall not apply to a claimed infringement which is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

Clause II -Data Rights

The Sponsor and the Government shall have the right to use, disclose and duplicate for any purpose whatsoever, and have others do so, all technical data first produced [or used] in the performance of work under this Agreement (Technical data is defined as set forth in 41 CFR 9.9.201 (a).)

Clause III -Invention Rights

The Government shall have rights in any invention conceived or made in the course of work under this Agreement by its employees.

Clause IV -Obligations as to Proprietary Information

"Proprietary Information " means information which embodies trade secrets developed at private expense outside of this Agreement and commercial or financial information which is privileged or confidential under the Freedom of Information Act, Title 5 of United States Code 552(B)(4) {written as "5 USC 552(B)(4)"} and which is marked as Proprietary Information.

A. If Proprietary Information is orally disclosed to a Party, it shall be identified as such, orally, at the time of disclosure and confirmed in a written summary thereof within 30 days as being Proprietary Information.

B. Each Party agrees to not disclose Proprietary Information provided by the Party to anyone other than Party(ies) to this Agreement without written approval of the providing Party, except to Government employees who are subject to 18 USC 1905.

C. All Proprietary Information shall be returned to the provider at the conclusion of this Agreement at the provider's expense.

APPENDIX C

STATEMENT OF WORK – From to

**Reimbursable Funds-In Agreement Between the
United States Department of Energy's Albany Research Center (ARC)
And**

ARC technical representative:

Sponsor technical representative:

Objective:

Albany Research Center will

Sponsor will